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AND AFTER RECORDING RETURN TO:

NICHOLAS BARTZEN
ALTUS LEGAL LLC
161 NORTH CLARK STREET
SUITE 1600
CHICAGO, ILLINOIS 60601

PIN - 14-17-114-038-0000



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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/19/2019 03:34 PM PG: 1 OF 38

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND BY-LAWS
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
LE SOLEIL CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION made and entered into this 23rd day of July, 2019 by the Board of Directors ("Board") of the Le Soleil Condominium Association ("Association")

WITNESSETH THAT:

WHEREAS, the Board administers the property of the Le Soleil Condominium Association ("Association") which includes parcels of real estate situated in the City of Chicago, County of Cook, Illinois, as hereinafter described ("Property"):

LOT 3 EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: STARTING FROM SOUTH EAST CORNER OF SAID LOT RUNNING WEST 103 FEET; THENCE NORTH AT A 90 DEGREE ANGLE TO NORTH LINE OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO LOT LINE ON DOVER STREET; THENCE ALONG THE EAST LINE OF SAID LOT TO POINT OF BEGINNING IN PAULUS ADDITION TO SHERIDAN DRIVE SUBDIVISION IN THE SOUTH ½ OF THE NORTH WEST ¼ OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 141 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1410 Sunnyside, Chicago, Illinois

P.I.N: 14-17-114-038-0000

WHEREAS, the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, Covenants for Le Soleil Condominium Association, originally recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 91213734 on May 7, 1991 and recorded by Uptown

RECORDING FEE 125.⁰⁰
DATE 8/19/19 COPIES 6X
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National Bank of Chicago ("Original Declaration") submitted the Property to the Illinois Condominium Property Act, 765 ILCS 605/1 *et seq* ("Act"); and

WHEREAS, the Board of Directors ("Board") desires to amend and restate the Original Declaration and By-Laws in order to bring the same into compliance with the requirements of the Act; and

WHEREAS, the Board is authorized under Section 27(b)(1) of the Act to amend and restate a declaration to correct any omission, error, or inconsistency in any condominium instrument that does not conform to the Act by vote of two-thirds of the Board, without a Unit Owner vote;

WHEREAS, the Board and Unit Owners also desire to further amend the Original Declaration to adopt substantive revisions including: limiting the leasing of Units to a maximum of two (2) Units at any given time, and a requirement that any Unit Owner seeking to lease his/her Unit must have continuously resided within the Unit as his/her primary residence for a minimum of one (1) year prior to having the right to lease his/her Unit; providing the Board the power to dispose of any budget surplus or deficit pursuant to the options provided under the Act; and, removing the Association's responsibility for in-Unit damage caused by the Board's duty to maintain, replace and repair the Common Elements.

WHEREAS, pursuant hereto, the Amended and Restated Declaration ("Declaration") is hereby amended and restated as follows, and this Declaration and By-Laws shall be effective upon recordation thereof in the Office of the Recorder of Deeds of Cook County, Illinois.

WHEREAS, this Declaration (i) has been approved by two-thirds (2/3) of the Board at a duly noticed meeting of the Board held on July 23, 2017 to bring the Declaration into conformity with the Act and to correct omissions, errors and inconsistencies in the Declaration to which the current Declaration is not in compliance, (ii) has been approved by not less than seventy-five percent (75%) of the Unit Owners in order to adopt the aforesaid amendments to the Declaration, and (iii) notice has been provided to all bona fide lienholders on the Units.

WHEREAS, the Board has further restate that the several Unit Owners, occupants, mortgagees and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, and for the purposes above set forth, the Declaration is amended and restated as follows:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and term used in this Declaration are defined as follows:

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- (r) "Purchaser" means any person or persons who purchases a Unit in bona fide transaction for value.
- (s) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- (t) "Unit" means a part of the Property designed and intended for any type of independent use.
- (u) "Unit Owner" means the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (v) "Unit Owners' Association" or "Association" means the Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board.
- (w) "Voting Member" means the person entitled to exercise all voting power in respect to each Unit Ownership.

ARTICLE II

DESCRIPTION OF PARCEL

1. Description. All Units in the Building are delineated on the Plat attached to the original Declaration as Exhibit "A" and made a part of the Declaration by reference:

^{1S}
Unit Numbers: 1N, ~~1S~~, 2N, 2S, 3N, 3S, and Garden in the Le Soleil Condominium, as delineated on the plat attached as Exhibit A to the Original Declaration of the following described real estate:

LOT 3 (EXCEPT THAT PART THERE OF DESCRIBED AS FOLLOWS: STARTING FROM SOUTH EAST CORNER OF SAID LOT RUNNING WEST 103 FEET; THENCE NORTH AT A 90 DEGREE ANGLE TO NORTH LINE OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO LOT LINE ON COVER STREET; THENCE ALONG THE EAST LINE OF SAID LOT TO POINT OF BEGINNING) IN PAULUS ADDITION TO SHERIDAN DRIVE SUBDIVISION IN THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1410 Sunnyside, Chicago, Illinois.

P.I.N.: 14-17-114-038-0000

Whenever within this Declaration the term "Plat" or "Exhibit A" appears, it shall be deemed to include any amended Plat or Plats recorded.

2. Certain Structures not Constituting Part Of A Unit. No structural components of the Building, no pipes, wires, conduits, public utility lines, ducts, flue and shafts situated within a Unit and forming part of any system serving one or more other Units, and no portion of the Common Elements shall be deemed part of said Unit. Except as provided by the Act and this Declaration, no Unit Owner shall, by deed, Plat, court decree or otherwise, subdivide or in any other manner cause her/his Unit (or her/his interest in the Common Elements) to be separated into any tracts or parcels different from the whole Unit as shown on the Plat, with its undivided Percentage Ownership in the Common Elements.

ARTICLE III

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- (a) "Act" means the "Condominium Property Act" of the State of Illinois as amended from time to time.
- (b) "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- (c) "Building" means any structure, attached or unattached, containing one or more Units.
- (d) "Common Elements" means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.
- (e) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board or the Condominium Instruments.
- (f) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat originally recorded.
- (g) "Declaration" means this instrument, which originally submitted the Property to the provisions of the Act, and has now been amended and restated and shall include any prospective amendments and restatements as may be adopted from time to time.
- (h) "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- (i) "Limited Common Elements" means a portion of the Common Elements so designated in the Declaration as being reserved for the use of certain Units to the exclusion of other Units.
- (j) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- (k) "Majority of the Board of Directors" means more than 50% of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.
- (l) "Occupant" means a person, or persons, other than the Unit Owner, in possession of one or more Units.
- (m) "Meeting of the Board" means a gathering of a quorum of members of the Board held for the purpose of discussing or conducting Association business.
- (n) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (o) "Parcel" means the parcel or tract of real estate heretofore described, submitted to the provisions of the Act.
- (p) "Plat" means any original or amended plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such Units.
- (q) "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building or buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of this Act.

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ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission Of Property To Provisions Of Act. The Property was submitted to the provisions of the Act of the State of Illinois.

2. No Severance Of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his/her Unit Ownership without including therein both his/her interest in the Unit and the corresponding ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without also including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements (a) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his/her intentional, willful or negligent conduct or that of his/her agent.

(b) Utility Easements and Commercial Entertainment. The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities and cable television companies or other similar entertainment service companies serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment for the purpose of providing and maintaining such utility and service to the Property into, over, under, along and on any portion of the Common Elements and the Units, where reasonably necessary for the purpose of providing utility and commercial entertainment services to the Property. Similarly, a Majority of the Unit Owners at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television or high-speed internet cable. The grant of such easement shall be according to the terms and conditions of the local ordinance providing for cable television or high-speed Internet in the municipality.

(c) Additional Easements. The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property, over, under along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

(d) Recording of Easements. The Association hereby reserves to itself and its respective successors and assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other

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COMMON ELEMENTS

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks, landscaping, roof, structural parts of the Building, component parts of walls, floors and ceilings, and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than one Unit.

2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his/her Unit and for such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his/her Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and once determined, shall remain constant and shall not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto; and each Unit Owner shall accept such determination. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association or any Unit Owner, shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

3. Limited Common Elements. Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following: window appurtenant to the Unit and any patio, terrace or balcony, direct access to which is provided from a Unit and which is located outside of and adjoining such Unit. In addition, the third floor Units shall have the right to construct a roof deck on the roof immediately above their Unit, and such a roof deck shall be a Limited Common Element. The Board shall have the right to approve such a roof deck, but such approval may not be unreasonably withheld.

4. Assignment of Limited Common Elements. Any patios, terraces or balconies are assigned to the Unit which they adjoin and from which direct access to such patios, terraces or balconies may be obtained. A roof deck constructed with the approval of the Board will be considered a Limited Common Element of the third floor Unit immediately below such roof deck.

5. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provision of the Act. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by the Board and all other Unit Owners who have any right to use the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded. Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is compliant with the requirements of this Declaration.

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entity is shown by any supplement or additional supplement to the Plat as aforesaid, the easement granted by this Declaration to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement. A power coupled with an interest is hereby granted to the Association, acting by and through its respective duly authorized officers, its respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgement of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(e) Blanket Easement and Other Easements. The right of the Unit Owners to use and possess the Common Elements as set forth in Article III hereof shall be subject to the Declaration and a blanket easement over the Common Elements in favor of the Board, and their respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purpose of (i) access and ingress to and egress from the Common Elements, and (ii) construction, installation, repair, replacement and restoration of utilities, buildings, landscaping and any other improvements on the Property or any part thereof.

4. Storage Area. The storage area for the Unit Owner's personal property in the Building outside of the respective Units, if any, shall be part of the Common Elements, and the exclusive use and possession of such area shall be allocated among the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Unit Owner shall be responsible for his/her personal property in such storage area. Neither the Board nor the Association, shall be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board, the Association and/or its agents or employees.

5. Easements And Rights To Run With Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Unit Owner, purchaser, mortgagee and other person having an interest in the Property or in any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay his/her proportionate share of the common expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his/her

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percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

2. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his/her respective Unit together with his/her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his/her Unit and his/her respective ownership interest in the Common Elements.

3. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his/her Unit and his/her corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his/her proportionate share thereof in accordance with his/her respective percentage of ownership interest in the Common Elements.

ARTICLE VI

INSURANCE

1. Fire and Hazard Insurance. The Board shall acquire, as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage policy, together with, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units written in the name of the Association. The proceeds of such policies shall be payable to the members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit "B". Said insurance policy shall also provide coverage for special form causes of loss, and coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: demolition costs and increased cost of construction coverage, the combined total of which shall be not less than 10% of each insured building value, or \$100,000, whichever is less.

All said policies of insurance (1) shall contain standard mortgage clause endorsements' in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the

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Association or its officers, members of the Board, the managing agent, if any, and their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board, or by the corporate trustee or agent on behalf of the Board, for the reconstruction of the Building or shall be otherwise disposed, of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of, and such insurance may be payable to, a bank or trust company authorized to execute and accept trusts in Illinois to act as an Insurance trustee, or as Agent or Depository as an alternative to acting as trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine, consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$5,000.00 in the aggregate; at the Board's discretion, the Board shall solicit bids for reconstruction work for repairs from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company; and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner shall inform the Board in writing of additions, alterations or improvements made by said Unit Owner to his/her Unit and the value thereof, which value may be included in the full replacement insurable cost for insurance purposes. Any increased premium charge therefor shall be assessed to that Unit Owner under the provisions of Section 9 of the Act. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss statement, the Unit Owner shall be responsible for such penalty.

2. Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. The Board as it deems necessary in its sole discretion may obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Other Insurance. The Board shall have authority to and shall obtain insurance for the Property as follows:

(a) Public Liability and Property Damage Insurance. The Board shall acquire, as a common expense, comprehensive public liability insurance against claims and liabilities rising in connection with the ownership, existence, use or management of the property, in amounts deemed sufficient in the judgment of the Board, insuring the Unit Owners, individually and severally, the Board, the Unit Owners' Association, the Management Agent (if any), and their respective employees, agents and all persons acting as agents. The Unit Owners shall be included as additional insured, but only with respect to that portion of

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the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons.

(b) Umbrella Liability Insurance. Umbrella Liability insurance in excess of the Public Liability and Property Damage and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than one Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be no less than "following firm" coverage of the primary liability policies.

(c) Worker's Compensation and Employer Liability. Worker's compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.

(d) Directors and Officers Liability. The Board shall obtain directors' and officers' liability coverage a level deemed reasonable by the Board. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in its official capacity as Directors and officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not-for-Profit Corporation Act or the Declaration. The coverage required by this paragraph shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this paragraph shall include as an insured: past, present, and future Board members while acting in their capacity as members of the Board of Directors, the managing agent (if any) and employees of the Board of Directors and the managing agent.

(e) The Board may, via rule or regulation, require that Unit Owners obtain insurance coverage for their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence or act or omission (regardless of any negligence) of the Unit Owner or his/her guests, resident, tenant, invitees originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Units was damaged, any damage not covered by insurance required by this Declaration, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings.

(f) The Board may, in the case of a claim for damage to the Common Elements, Limited Common Elements, and/or Units: (i) pay the deductible amount as a Common Expense (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(g) Miscellaneous Insurance. Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable and such other insurance as may be required pursuant to this Declaration; Plate Glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association.

(h) The premiums for the above described insurance and bond, except as otherwise provided in this Section, shall be Common Expenses.

ARTICLE VII

ADMINISTRATION AND OPERATION

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1. Administration. The administration of the Property shall be vested in the Board, consisting of three (3) persons who shall be elected in the manner provided in the By-Laws contained herein at Articles XII, XIII, XIV, XV, and XVI. The Board has caused to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as the "Association") under the name of

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which corporation shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board referred to herein and in the Act.

2. Duties And Powers Of The Association. The Association shall be responsible for the overall administration of the Property through its duly elected Board. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws and this Declaration; provided however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the By-Laws on the other hand, and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-Laws on the other hand.

3. Indemnity. Neither the members of the Board nor the officers thereof of the Association shall be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association, unless such act or omission shall have been made in bad faith, or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his/her percentage interest in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers of the Board or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

4. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question or interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

ARTICLE VIII

MAINTENANCE, ALTERATIONS AND DECORATING

1. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at his/her own expense, all of the maintenance, repairs and replacements within his/her own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements rather than against a

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particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any Occupant of such Unit, or by mailing the same by certified or registered mail addressed to the owner at the Unit (or, if the Unit Owner has provided the requisite consent, via any electronic means). If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his/her family, household pet, guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense; then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Section. All expenses which, pursuant to this Section, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

2. Limited Common Elements. Any charge or expense in connection with expenditures for the Limited Common Elements may be assessed only against those Units to which such Limited Common Elements are assigned.

3. Alterations, Additions or Improvements. No alterations of any Common Elements or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. Any Unit owner may make alterations, additions and improvements within his/her Unit without the prior written approval of the Board (provided such work does not include the Limited Common Elements within the Unit), but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.

4. Decorating. Each Unit Owner shall furnish and be responsible for, at his/her own expense, all of the decorating within his/her own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) shall be furnished by the Board as part of the Common Expense.

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ARTICLE IX

SALE, LEASE OR OTHER ALIENATION

(a) Unrestricted Transfers. Subject to Paragraph (b) below, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his/her entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices within ten (10) days following consummation of such transfer.

(b) Limits on Lease Terms. In order to prevent transience and to preserve the Unit Owner-occupied, residential character of the Association, effective as of the recording date of this Amended and Restated Declaration ("Effective Date"), the leasing of Units to others as a regular practice for business, speculative or investment purposes shall be limited as follows:

Any Unit Owner shall have the right to lease or permit a subsequent sublease or assignment of all (but not less than all) of her/his Unit pursuant to the terms of the Declaration, provided that not more than two (2) may be leased at any one (1) time. Any lease, sublease or assignment shall be for a minimum term of six (6) months and no Unit shall be leased for transient or hotel purposes. Any such lease, sublease or assignment shall be in writing with a copy delivered to the Association not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration or rules and regulations and that any failure of the lessee, sub-lessee or assignee to comply with the terms of this Declaration or rules and regulations shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease or permitting such sublease or assignment shall not be relieved thereby from any of his or her obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sub-lessee or assignee, the Association may seek to enjoin a lessee, sub-lessee or assignee from occupying a Unit or seek to evict a lessee, sub-lessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lesser-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

The leasing of Units shall be limited to not more than two (2) ("Leasing Cap") at any time; provided, however, that this Leasing Cap shall not (i) impair current leases (as of the Effective Date) for the duration of such leases in effect and (ii) shall not impair the Board's ability to lease a Unit per Article IX of the Illinois Code of Civil Procedure (i.e. Eviction Act) or through purchase of a Unit through foreclosure or similar proceeding on terms as it deems appropriate. A lessee of a Unit shall be referred to herein as "lessee". The Board shall maintain a list of leased Units ("List A") and Unit Owners wishing to lease their Units ("List B") for determining the Leasing Cap and may adopt rules and regulations governing said lists.

Any Unit occupied by the immediate family of the Unit Owner shall not be considered leased for the purpose of this amendment. The "immediate family" of a Unit Owner shall mean a spouse, child, stepchild, sibling, parent or grandparent. The Board may adopt reasonable rules governing the implementation and administration of the Leasing Cap set forth herein.

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To avoid undue hardship caused by the Leasing Cap, the Board may grant permission to a Unit Owner not then currently included on List A to lease his or her Unit to a specified lessee for a period of one (1) year. Proof of a continued hardship with Board approval is required for any lease extensions. To lease a Unit under the hardship exception after the Effective Date of these leasing restrictions, assuming List A has more than two (2) Units, a Unit Owner must submit a written application to the Board. The application must contain facts showing the hardship to justify the lease. The Board shall use its best efforts to respond to each application within thirty (30) days by granting or denying the lease application. Only written approval granting a hardship exception shall be deemed approval of the hardship request. The Board has the sole discretion to approve all applications for hardship leases, and any decisions of the Board shall be binding upon the Unit Owner.

Unit Owners are responsible for any and all unpaid service charges created by their lessees. Service charges, damage charges, fines or other expenses resulting from a lessee's activities will be charged to the Unit Owner's monthly Assessment.

A prior lessee of a Unit within the Association who had been either previously evicted or subject to eviction proceedings may not enter into a new lease for a Unit. In entering into any lease, the Unit Owner is not relieved of any obligations under the Declaration, bylaws and rules and regulations of the Association.

Any Unit Owner failing to comply with these leasing restrictions shall be subject to remedies available the Association under the Declaration, the Illinois Condominium Property Act and/or Illinois law which include, but shall not be limited to, fines, Assessment against the Unit of legal fees and costs incurred by the Association and the eviction of their lessee(s).

Any Unit Owner who wishes to lease his or her Unit or any interest therein to any person shall give to the Board not less than thirty (30) days prior written notice of any such lease, assignment or sublease, setting forth in detail the terms of any contemplated lease, assignment or sublease, which notice shall specify the name and address of the proposed assignee or lessee and such other information as the Board shall reasonably require."

(c) Association as Owner. The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but, in no event shall a Unit be sold for less than the amount paid by the Association to purchase said Unit unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount. All of the net proceeds from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

(d) Rules and Regulations. The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article IX for the purpose of implementing and effectuating said provisions.

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ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor, provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in this ARTICLE X or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Unit Owner the amount of any unpaid liens on his/her Unit, in the order of the priority of such liens.

2. Insufficient Insurance. (a) If the insurance proceeds are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, the Board may record, a notice setting forth such facts, and upon the recording of such notice:

- (i) The Property shall be deemed to be owned in common by the Unit Owners;
- (ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements;
- (iii) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and
- (iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, after first paying out of the respective share of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of such damage or destruction. At such meeting, the Board, or its representative, shall present to the members an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

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(c) In the case of damage or other destruction in which more than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of no fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interests of those entitled to their use.

3. Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XI

EMINENT DOMAIN

1. Reallocation Of Common Elements And Condemnation Award. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly upon the basis diminution in market value of the Unit as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be in proportion to a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use.

2. Cessation of Common Expenses. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

ARTICLE XII

BY-LAWS

1. Board (Board of Directors). (a) The direction and administration of the Property shall be vested in a Board, consisting of three (3) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners. In the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, any partner of such partnership, any beneficiary or

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other designated agent of such trust or any manager of such other legal entity shall be eligible to serve as a member of the Board.

(b) In all elections for members of the Board, each Voting Member shall be entitled to cumulate his/her votes in the manner provided by law, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Board members shall serve one year terms of office. Officers and Board members may succeed themselves. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the term of office of Board members at any annual or special meeting. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting called for such purpose and shall also include the authority for the remaining members of the Board to fill the vacancy by two-thirds vote until the next annual meeting Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. Should the petition be provided, said meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such a meeting. The method of filling vacancies among the officers that shall include the authority for the members of the Board to fill the vacancy for the unexpired portion of the term. Except as otherwise provided in this Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of the Members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a President who shall preside over its meetings and over those of the Voting Members. The President shall be the chief executive officer of the Board and of the Association and shall execute amendments to the Condominium Instruments. The Board also shall elect from among its members: a Secretary, who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer to keep the financial records and books of account of the Association. The term of the officers shall be for a period of one year. Vacancies of an office shall be filled by the majority vote of the Board of those present at its Board meetings when a quorum exists.

(d) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes at any special meeting called for that purpose. A successor to fill the unexpired term of a removed Board member may be elected by the Voting Members at the same meeting or any subsequent meeting or special meeting called for that purpose.

(e) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner notice of any, such meeting shall be mailed or delivered at least forty-eight (48) hours prior thereto; unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened; and copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Building at least forty-eight (48) hours prior to

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the meeting of the Board. Anything in this Section notwithstanding, the Board may close any portion of an open meeting or meet separately outside of open meeting to: (i) discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, (v) discuss a Unit Owner's unpaid share of Common Expenses, or (vi) consult with the Association's legal counsel; and that any vote on these matters shall take place at a meeting of the Board or portion thereof open to any Unit Owner.

2. General Powers Of The Board. (a) The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (1) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements.
- (2) Preparation, adoption and distribution of the annual budget for the Property.
- (3) Levying of assessments.
- (4) Collection of assessments from Unit Owners.
- (5) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (6) Obtaining adequate and appropriate kinds of insurance.
- (7) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it.
- (8) Adoption and amendment of rules and regulations covering the details of the maintenance, administration, management, operation, use, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants of the Building, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which shall be mailed or delivered not less than 10 and not more than 30 days prior to the meeting and contain the full text of the proposed rules and regulations and which shall conform to the requirements of Section 18(b) of the Act. No quorum of Unit Owners shall be required at said meeting to discuss the proposed rules and regulations, provided, however, that no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Unless the Declaration, By-laws, or other Condominium Instruments expressly provide to the contrary, no quorum shall be required at the meeting of the Unit Owners called for the purpose of approving the rules and regulations.
- (9) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

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- (10) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units.
- (11) Pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the Property.
- (12) Impose charges for late payments of a Unit Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon; and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.
- (13) By a majority vote of the entire Board, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.
- (14) Record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility, where authorized by the Unit Owners under the provisions of the Act.
- (15) Record the granting of an easement for the laying of cable television cable or high-speed Internet, where authorized by the Unit Owners under the provisions of the Act.
- (16) To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the Common Elements.
- (17) To pay for landscaping, gardening, snow removal, painting/cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the windows and glass doors appurtenant to the Units, if any, or the interior surfaces of the Units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.
- (18) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium apartment building or for the enforcement of these restrictions.
- (19) To pay any amount necessary to discharge any mechanics' lien or other encumbrance against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of

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discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

- (20) To maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, and the Owner of such Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair was mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (21) The Board or its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable.
- (22) The Board's powers enumerated in Section 2(a) of this ARTICLE XII and elsewhere in this Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without, in each case, the prior approval of Voting Members having two-thirds (2/3) of the total votes. For the purposes of this Section and notwithstanding anything herein to the contrary, any expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval. As used herein, "emergency" means and immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.
- (23) All agreements, contracts, deeds, leases vouchers for payment of expenditures and other instruments of the Association shall be signed by such officers or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.
- (24) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.
- (25) Nothing hereinabove contained shall be construed to give the Board, the Association, or the Unit Owners authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.
- (26) Upon authorization by a two-thirds vote of the members of the Board or upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, any special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

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ARTICLE XIII

MEMBERS (UNIT OWNERS)

1. Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit, or may be some person designated by such Unit Owners to act as proxy on his/her or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator or by written notice to the Board by the Unit Owner or Unit Owners. There shall be deemed to be majority agreement of the Owners of a Unit with respect to who the Voting Member shall be for their Unit if any one of the multiple Owners of a Unit casts the votes allocated to that Unit without immediate protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Any or all Unit Owners of a Unit, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Unit may vote or take any other action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his/her or their Unit Ownership, as set forth in Exhibit "B". The Association shall have one class of membership only, and nothing contained in these Condominium Instruments shall permit or allow different classes of membership among the Unit Owners.

2. Meetings. (a) Meetings of the Voting Members shall be held at the Property or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members of at least a majority of the Voting Members and Voting Members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.

(b) There shall be an annual meeting of the Voting Members on the first Wednesday of November at 7:30 p.m., or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, by Voting Members having one-fifth (1/5) of the total votes, or by the President of the Board and delivered not less than ten (10) days and not more than thirty (30) days prior to the date, fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to special meetings of the Voting Members shall first be submitted to the Board at least ten (10) days prior to the special meeting, which shall then submit the matters to the Voting Members.

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3. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally, or by mail or via any Electronic Transmission via any Acceptable Technological Means (upon written authorization from the Unit Owner) to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice or at the Unit of the Unit Owner with respect to which such voting right appertains if no address has been given to the Board.

4. Miscellaneous. (a) That matters subject to the affirmative vote of not less than 2/3 of the votes of the Units Owners at a meeting duly called for that purpose shall include: (i) merger or consolidation of the Association, (ii) sale, lease, exchange, or other disposition (excluding mortgage or pledge) of all, or substantially all of the Property and assets of the Association; and (iii) the purchase or sale of land or of Units on behalf of all Unit Owners.

(b) When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Instruments or the Act shall require instead the specified percentage by number of Units, rather than the percentage of interests in the Common Elements allocated to Units that would otherwise be applicable.

ARTICLE XIV

ASSESSMENTS - MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated Common Expenses by category, as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's share of the proposed Common Expenses. Each Unit Owner shall receive a copy of the proposed annual budget at least twenty-five (25) days prior to the adoption thereof by the Board. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. The estimated annual Common Expenses shall be assessed against the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice, in the same manner as is provided in this Declaration for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase in or establishment of assessments, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and on the first day of each and every month of said year, each Unit Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his/her Unit Ownership made pursuant to this Section. On or before April 1 of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves. At the end of an Association's fiscal year and after the Association has approved any end-of-year fiscal audit, if applicable, if the fiscal year ended with a surplus of funds over actual expenses, including budgeted reserve fund contributions, the Board has the authority, in its

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discretion, to dispose of the surplus in one or more of the following ways: (i) contribute the surplus to the Association's reserve fund; (ii) return the surplus to the Unit Owners as a credit against the remaining monthly assessments for the current fiscal year; (iii) return the surplus to the Unit Owners in the form of a direct payment to the Unit Owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget.

If the fiscal year ends in a deficit, the Board has the authority, in its discretion, to address the deficit by incorporating it into the following year's annual budget.

If 20% of the Unit Owners of the Association deliver a petition objecting to the action under this Section within 30 days after notice to the Unit Owners of the action, the Board shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition. At the meeting, the Unit Owners may vote to select a different option than the option selected by the Board. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Board selection and select a different option, the Board's decision is ratified.

If an adopted budget requires assessments against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association filed within twenty-one (21) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it shall be deemed to be ratified, whether or not a quorum is present. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis shall be excluded from the computation.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. To determine the amount of reserves appropriate for an Association, the Board shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the condominium Units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. Any extraordinary or nonrecurring common expense, any common expense not set forth in the budget as adopted and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. Any Common Expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval. As used herein, "emergency" means and immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

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3. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined; and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

4. Books and Records. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements specifying and itemizing the Common Expenses and Limited Common Expenses incurred.

The Board shall, within ten (10) business days of receiving notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of her/his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

The Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

- (1) the Association's Declaration, by-laws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the Association and its Board for the immediately preceding seven years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (7) a current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including, but not limited to, the election of members of the Board; and
- (9) the books and records for the Association's current and 10 immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures, and accounts.

Any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (1), (2), (3), (4), (5), (6), and (9) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member

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must submit a written request to the Association's Board or its authorized agent, stating with particularity the records sought to be examined.

The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section may be charged by the Association to the requesting Unit Owner.

Unless otherwise directed by court order, an Association need not make the following records available for inspection, examination, or copying by its members:

- (1) documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (2) documents relating to actions pending against or on behalf of the Association or the Board in a court or administrative tribunal;
- (3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board in a court or administrative tribunal;
- (4) documents relating to Common Expenses or other charges owed by a member other than the requesting member; and
- (5) documents provided to an Association in connection with the lease, sale, or other transfer of a Unit by a member other than the requesting member.

5. Use of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein. Except for such special assessments as may be levied hereunder against less than all the Unit Owners and except for such adjustments as may be required to reflect delinquent or prepaid assessments, all funds collected hereunder shall be deemed to be held for the benefit, use and account of all the Unit Owners, in the percentages set forth in Exhibit "B".

6. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Units.

7. Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit, for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall be subordinate to the lien of a prior recorded purchase money mortgage or trust deed against such Unit, except for the amount of assessments due and payable subsequent to the date on which the encumbrance owner or holder takes possession of the Unit, causes a receiver to be appointed or accepts a conveyance of any interest therein (other than as security). In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay his/her proportionate share of the Common Expenses or of any other expenses required to

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be paid hereunder when due, the rights and remedies of the Board shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, after giving such defaulting Unit Owner five days' written notice, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Property, to maintain for the benefit of all the other Unit Owners an action for possession pursuant to the statutes of the State of Illinois, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and to apply the rents derived therefrom against such expenses.

8. Abandonment. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Elements or by abandoning his/her Unit.

ARTICLE XV

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be owned, occupied and used subject to the following covenants and restrictions:

1. General Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or for such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

2. Obstruction of Common Elements And Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior written consent of the Board, except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit.

3. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or on the contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or on the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Board.

4. Unit Owner Insurance. Each Unit Owner shall be responsible for his/her own insurance on his/her personal property in his/her own Unit, his/her personal property stored elsewhere on the Property and his/her personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

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5. Exterior Attachments. Except as otherwise provided in this Declaration, Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of the Building or any part thereof without the prior written consent of the Board.

6. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

7. Floor Coverings. In order to enhance the soundproofing of the Building, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.

8. Pets, etc. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

9. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

10. Unsuitability. No clothes, sheets, blankets, laundry or any similar kind of articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

11. Personal Effects. There shall be no playing or lounging in any part of the Common Elements, and there shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs in any part of the Common Elements, except that baby carriages, bicycles and other personal property may be stored in the common storage area, if any, designated for that purpose.

12. Commercial Activities. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational, or otherwise, and whether designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit except activities which are considered "home occupations" under the Chicago Zoning Ordinance, and which do not require or permit customers, clients, or patrons of any type, to visit the Condominium or individual Unit.

13. For Sale And For Rent signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as shall be determined by the Board;

14. Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the prior written consent of the Board.

15. Exceptions. The Unit restrictions in paragraphs 1 and 12 of this ARTICLE XV shall not be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his/her professional library therein, (b) keeping his/her personal business or professional records or accounts in his/her Unit, or (c) handling his/her personal business or professional telephone calls or correspondence therefrom. Such uses

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are expressly declared customarily incident to the principal residential use and not in violation of this ARTICLE XV.

ARTICLE XVI

REMEDIES FOR BREACH OF COVENANTS

RESTRICTIONS AND REGULATIONS

1. Abatement And Enjoyment. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding Section: (a) to enter upon that part of the Property where such violation or breach exists, after thirty (30) days' written notice by the Board, and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per year, or the maximum rate allowed by law, if lesser, until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his/her share of the Common Expenses, and the Board shall have a lien for all of the same upon such defaulting Unit Owner's Unit, upon all of his/her additions and improvements thereto and upon all his/her personal property in his/her Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board. Each Unit Owner has the right to enforce the provisions of this Declaration.

2. Involuntary Sale. If any Unit Owner (either by his/her own conduct or by the conduct of any Occupant of his/her Unit) shall violate any of the covenants, restrictions or provisions of this Declaration of the By-Laws, or of the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his/her Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's and/or Occupant's right to occupy, use or control the Unit owned by him on account of the said violation and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale, upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his/her interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition

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of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XVII

GENERAL PROVISIONS

1. Notice to Mortgagees. Upon written request of the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

2. Notices to Board, Association and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or to any Unit Owner, as the case may be, at 1410 Sunnyside, Chicago, Illinois (indicating thereon the number of the respective Unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or the Board may designate a different address or addresses for notices to them by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him by giving written notice of his/her change of address to the Board or to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited in his/her mailbox in the Building or at the door of his/her Unit in the Building (or, if the Unit Owner has provided the requisite consent, via any electronic means).

3. Notice to Decedent. Notices required to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

4. Binding Effect. Each Unit Owner, by acceptance of a deed of conveyance, and each purchaser under any contract for a deed of conveyance, shall accept such deed subject to: all restrictions, conditions, covenants, reservations, liens and charges created by this Declaration; the jurisdiction, rights and powers created or reserved by this Declaration; all rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and then shall bind any person having at any time any interest or estate in the Property or any Unit and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in act and every deed of conveyance.

5. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6. Amendment. Except as otherwise provided in the Act, in this Declaration, or in the By-Laws, the provisions of the Condominium Instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board. Any such amendment, change or modification must be approved by vote of at least three-fourths (3/4) of the Unit Owners and by the mortgagees required under the provisions of the

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Condominium Instruments and must contain an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. The provisions of Article III paragraphs 3, 4, and 5 of this Declaration may be amended, modified, or changed only if the required three-fourths (3/4) of the approving Unit Owners includes the third floor Unit Owners. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. Except to the extent authorized by provisions of the Act, no amendment to the Condominium Instruments shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Unit Owners' Association, or the liability for Common Expenses appertaining to a Unit.

7. Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

8. Perpetuities and Restraints. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of Lori E. Lightfoot, Mayor of the City of Chicago.

9. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the Unit's interest in the Common Elements set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner at release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to his/her proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his/her Unit, or caused by his/her own conduct. If as a result of work expressly authorized by the Board, a mechanics' lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized the work for which the claim is made and to have and consented thereto and shall be liable for the payment of his/her Unit's proportionate share of any due and payable indebtedness.

10. Release of Claims. Each Unit Owner hereby waives and releases any and all claims which he/she may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the managing agent, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

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11. Construction. Be liberally construed. The provisions of this Declaration shall to effectuate its purpose of creating an operation of a first-class condominium apartment building.

12. Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the Sections and Articles to which they apply.

13. Land Trust Unit Owners Exculpation. In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit.

ARTICLE XVIII

FIRST MORTGAGEE'S RIGHTS

1. First Mortgagees' consent. Notwithstanding the other Articles of this Declaration, the prior written approval of 75% of the mortgage lenders holding first mortgages on the Units will be required for the Association to do or permit to be done any of the following:

- (a) Adoption of an amendment to this Declaration which changes the undivided interests of the Units in the Common Elements, except for amendments to this Declaration resulting from the addition of Units or contractions of the condominium as a result of substantial damage to portions of the Property or condemnation.
- (b) The abandonment or termination of the condominium; The partition or subdivision of a Unit;
- (c) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, except for the dedication of portions of the Common Elements or the granting of easements for public utilities or for other public purposes consistent with the intended use of the Property;
- (d) The sale of the Property;
- (e) The removal of a portion of the Property from the provisions of the Act and of this Declaration;
- (f) The effectuation of a decision by the Association to terminate professional management and assume self-management of the condominium; or

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- (g) The use of hazard insurance proceeds for losses of the Condominium Property (whether to Units or to the Common Elements) for other than the repair, replacements or reconstruction of such Units or Common Elements.

However, the consent of first mortgagees will not be required with respect to any action under (a) through (h) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Article X); or (ii) a taking of a portion or all of the Property by condemnation or eminent domain (including without limitation, action taken pursuant to Article XI).

ARTICLE XIX

NOTICE TO FIRST MORTGAGEES

Each Unit Owner shall notify the Association of the name and address of his/her first mortgagee and the Association shall maintain a record of such information with respect to all Units in a book entitled "Mortgagees of Units". Each first mortgagee shall have the right to examine the books and records of the Association at any reasonable time. Upon the specific written request of a first mortgagee to the Board, the first mortgagee shall receive some or all of the following as designated in the request.:

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Association to the Unit Owner of the Unit covered by the first mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- (c) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of any decision by the Unit Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any Unit in excess of \$5,000.00 or any part of the Common Elements in excess of \$30,000.00;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; or
- (g) Notice of any default of the Unit Owner of the Unit which is subject to the first mortgagee's mortgage, where such default is not cured by the owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

The request of a first mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a first mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the

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validity of any request made by a first mortgagee hereunder and in the event of multiple requests from purported first mortgagees of the same Unit, the Association shall honor the most recent request received.

ARTICLE XX

INSURANCE PROCEEDS/CONDEMNATION AWARDS

In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property, or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Unit Owners and their respective first mortgagees, as their interests may appear, and no Unit Owner or other party shall be entitled to priority over the first mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, however, that nothing in this section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Property after a casualty occurrence or after condemnation or taking by eminent domain of a part of the Property.

ARTICLE XXI

MISCELLANEOUS

1. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

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IN WITNESS WHEREOF, on this 23 day of July, 2019, this Amended and Restated Declaration is executed by the Board of Directors of the Le Soleil Condominium Association, an Illinois not-for-profit corporation, which hereby warrants that it possesses full power and authority to execute this instrument. The Board of Directors of the Le Soleil Condominium Association an Illinois not-for-profit corporation has caused its name to be signed to these presents by its Board this 23 day of July, 2019.

Le Soleil Condominium Association,

Signatures:

<u>R. Scott Big</u>	Date: <u>7/23/19</u>
<u>Jackie</u>	Date: <u>7/23/2019</u>
<u>Carrie Opt</u>	Date: <u>7/23/19</u>

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Office of Cook County Clerk's Office

UNOFFICIAL COPY

SECRETARY'S CERTIFICATION

I, JACKIE BANKS, Secretary of the Le Soleil Condominium Association, do hereby certify that the signatures set forth above of the Board members are genuine signatures.

Certified this 25th day of July, 2019.

Jackie Banks
Signed: Board Secretary AKO Jackie

STATE OF ILLINOIS)

) SS:

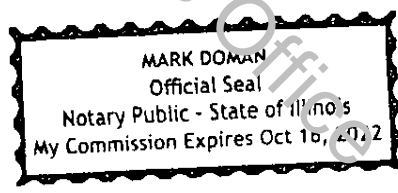
COUNTY OF COOK)

Mark Doman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sacqueline Banks, Secretary of the Le Soleil Condominium Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Board Secretary appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this, 25th day of July, 2019.

Mark Doman

Notary Public



UNOFFICIAL COPY

SECRETARY CERTIFICATION

I, JACKIE BANKS, do hereby certify that:

1. I am the duly elected, qualified and acting Secretary of the Le Soleil Condominium Association.
2. I am the keeper or corporate records of the Association.
3. At least 75% of the Unit Ownership voted in favor of adopting the substantive amendments to the Declaration and By-laws, including: limitation of leasing of the Units, the Board's discretion with regard to transfer of excess operating income at the end of each fiscal year, and removal of Association responsibility for in-Unit repairs due to maintenance, repair and replacement of the Common Elements.
4. On the 25th day of July, 2019, all Eligible Mortgagees were notified via certified mail of the Amendments herein.

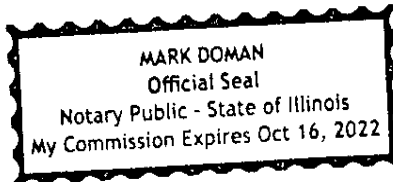
FURTHER AFFIANT SAYETH NOT.

Reginald G. DeC...
 Secretary AKA Jackie

Le Soleil Condominium Association

Signed and sworn to before me
 this 25th day of July, 2019.

Mark Doman
 Notary Public



UNOFFICIAL COPY

EXHIBIT "A"

The Plats attached to the original Declaration recorded as Document No. 01213734 and any amendments thereto are incorporated herein and shall be deemed this Exhibit "A."

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT "B"

UNIT	PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS
Garden	7.8365%
1N	20.3578%
2N	14.2249%
1N	14.5655%
1S	14.2249%
2S	14.2249%
3S	14.5655%
<hr/>	
Total	100.00%

Property of Cook County Clerks Offices
 RECORDER OF DEEDS
 RECORDER OF DEEDS